

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: ((Brotherhood Railway Carmen
(Fruit Growers Express Company

STATEMENT OF CLAIM:

1. That the Fruit Growers Express Company (FGE) violated the controlling agreement, specifically Rules 24 and 14, when they failed to bulletin the newly created position at Bensonville (sic) Yard thereby denying Carman McGrory the right to exercise his seniority in bidding on such position.

2. That the FGE Company be ordered to bulletin said position at Bensonville (sic) Yard, posting said bulletin in the State Street Shop, thereby affording Carman McGrory the opportunity--in accordance with the Agreement and specifically Rule 24 (the Seniority rule)--to bid on said position."

FINDINGS:

The Second Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

At issue here is whether the Parties Agreement requires vacancy bulletins to contain certain specificity with respect to work location. For some time prior to the issuance of the bulletin under review here Carmen in the Chicago area were assigned to work at Carrier's State Street site. Occasionally they were dispatched, on an as needed basis, to the Soo Line Bensenville Yard to work on Carrier equipment. The amount of work at Bensenville, seventeen miles distance from State Steet, increased to the point where a full time assignment was needed at that location. A new position of Mechanical Refrigeration Repairman was advertised, however, the bulletin stated the work location as "Chicago, Illinois." One of the more junior employees was the successful bidder. He was assigned to Bensenville.

Claimant argues that if he had known that the work location would be Bensenville he would have bid on the job. Carrier counters with a contention that Bensenville and Chicago are both within the Chicago Seniority District and that when a bulletin states Chicago as the location for a position assigned at Bensenville the posting conforms with the seniority district of the employees and that is all that is required.

The Agreement of the Parties requires that vacancy bulletins indicate the location of the position advertised. While the term "location" need not be so minutely defined or designated so as to indicate a specific work site within a yard or repair track, and may properly encompass a large geographic work area, we feel that as a minimum, though, "location" should at least be of sufficient detail so as to designate the general facility at which the successful bidder will go on and off duty. The location for reporting on and off duty may be just as important to potential bidders as the hours and rest days of an assignment. In this case the new job had a reporting location seventeen miles distance from the reporting location of other jobs within the Chicago Seniority District. It was located in Bensenville, Illinois not Chicago, Illinois.


Accordingly, we agree with the Organization that the bulletin was incorrect with respect to "Location." If the position is still in existence we will order that it be rebulletined with a proper designation as to "Location." The Claim is sustained.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 22nd day of March 1989.